



CONSULTING SERVICES AGREEMENT

This consulting services agreement is between TOWN OF ASHBURNHAM, a Municipality (the “**Town**”) and SUZOR IT, a Massachusetts Sole Proprietorship (the “**Consultant**”).

The Town is in the business of government and seeks to engage the Consultant to provide information technology services.

The Consultant has performed the same or similar activities for other governments.

This Agreement shall cover the period from July 1, 2018-June 30, 2019.

The parties therefore agree as follows:

1. ENGAGEMENT; SERVICES.

(a) Engagement. The Town retains the Consultant to provide, and the Consultant shall provide, the services described in **Exhibit A** (the “**Services**”).

(b) Services. Without limiting the scope of Services described in **Exhibit A**, the Consultant shall:

- (i) perform the Services set forth in **Exhibit A**. However, if a conflict exists between this agreement and any term in **Exhibit A**, the terms in this agreement shall control;
- (ii) devote as much productive time, energy, and ability to the performance of its duties under this agreement as may be necessary to provide the required Services in a timely and productive manner;
- (iii) perform the Services in a safe, and workmanlike manner by fully trained, skilled, competent, and experienced personnel using at all times adequate equipment in good working order;
- (iv) communicate with the Town about progress the Consultant has made in performing the Services;
- (v) supply all tools, equipment, and supplies required to perform the Services, except if the Consultant’s work must be performed on or with the Town’s equipment;
- (vi) ensure that all materials and equipment furnished to its personnel is of good and merchantable quality, unless otherwise agreed in writing by the Town;

- (vii) provide services and end-products that are satisfactory and acceptable to the Town and free of defects; and
 - (viii) remove, replace, or correct all or any portion of the work or end products found defective or unsuitable, without additional cost or risk to the Town.
- (c) Legal Compliance.** The Consultant shall perform the Services in accordance with standards prevailing in the Town's industry, and in accordance with applicable laws, rules, or regulations. The Consultant shall obtain all permits or permissions required to comply with those standards, laws, rules, or regulations.
- (d) Town's Obligations.** The Town shall make timely payments of amounts earned by the Consultant under this agreement and notify the Consultant of any changes to its procedures affecting the Consultant's obligations under this agreement at least 30 days before implementing those changes.

2. TERM AND TERMINATION.

- (a) Term.** This agreement will become effective as described in section 21. Unless it is terminated earlier in accordance with subsection 2(b), this agreement will continue until the Services have been satisfactorily completed and the Consultant has been paid in full for those Services (the "**Term**"). This Agreement may be extended for up to two one-year terms by written agreement by both parties.
- (b) Termination.** This agreement may be terminated:
- (i) by either party within 30 days' written notice to the other party, with or without cause;
 - (ii) by either party for a material breach of any provision of this agreement by the other party, if the other party's material breach is not cured within 30 days of receipt of written notice of the breach; or
 - (iii) by the Town at any time and without prior notice, if the Consultant is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Town, or is guilty of serious misconduct in connection with performance under this agreement.
- (c) Effect of Termination.** After the termination of this agreement for any reason, the Town shall promptly pay the Consultant for Services rendered before the

effective date of the termination. No other compensation, of any nature or type, will be payable after the termination of this agreement.

3. COMPENSATION.

- (a) **Terms and Conditions.** The Town shall pay the Consultant in accordance with **Exhibit A**.
- (b) **No Payments in Certain Circumstances.** No payment will be due to the Consultant under any of the following circumstances:
 - (i) if prohibited under applicable government law, regulation, or policy;
 - (ii) if the Consultant did not directly perform or complete the Services described in **Exhibit A**;
 - (iii) if the Consultant did not perform the Services to the reasonable satisfaction of the Town; or
 - (iv) if the Services performed occurred after the expiration or termination of the Term, unless otherwise agreed upon in writing.
- (c) **No Other Compensation.** The compensation set out above and in **Exhibit B** will be the Consultant's sole compensation under this agreement.
- (d) **Expenses.** Any ordinary and necessary expenses incurred by the Consultant or its staff in the performance of this agreement will be the Consultant's sole responsibility.
- (e) **Taxes.** The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this agreement, and for all obligations, reports, and timely notifications relating to those taxes. The Town has no obligation to pay or withhold any sums for those taxes.
- (f) **Other Benefits.** The Consultant has no claim against the Town under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

4. NATURE OF RELATIONSHIP; INVENTIONS.

- (a) **Independent Contractor Status.**

- (i) The relationship of the parties under this agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this agreement. Neither party may assume or create obligations on the other party's behalf without prior written authorization, and neither party may take any action that creates the appearance of such authority.
 - (ii) The Consultant has the sole right to control and direct the means, details, manner, and method by which the Services will be performed, and the right to perform the Services at any time, place, or location. The Consultant or the Consultant's staff shall perform the Services, and the Town is not required to hire, supervise, or pay any assistants to help the Consultant perform those Services. The Consultant shall provide insurance coverage for its self and its staff.
- (b) Inventions Retained and Licensed.** Attached as **Exhibit C** to this agreement is a list of all intellectual property that the Consultant made before its agreement with the Town (the "**Prior Inventions**") that belong to the Consultant, that relate to the Town's proposed business, products, or research and development, and that are *not* assigned to the Town under this agreement. If no list is attached, the Consultant represents that there are no Prior Inventions. If disclosure of a Prior Invention would cause the Consultant to violate an existing confidentiality agreement, the Consultant may not list the Prior Invention in **Exhibit B** but shall instead provide the name of the invention, a list of the party or parties to which it belongs, and an explanation of why full disclosure was not given. A space is provided in **Exhibit B** for this purpose. If in the course of providing services to the Town, the Consultant incorporates into a Town product, process, or machine a Prior Invention owned by the Consultant or in which the Consultant has an interest, the Town will be granted and have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, and sell that Prior Invention as part of or in connection with that product, process, or machine.
- (c) Town Inventions.** The Consultant has no right or interest in any work or product resulting from the Services the Consultant performs for the Town, or any of the documents, reports, or other materials the Consultant creates in connection with those Services (collectively, the "**Town Inventions**"), and has no right to or interest in any copyright to the Town Inventions. The Town Inventions have been specially commissioned or ordered by the Town as "works made-for-hire," as that term is defined in the United States Copyright Act, and the Town is therefore the author and the owner of all copyrights in the Town Inventions.

- (d) **Disclosure of Town Inventions.** The Consultant shall promptly disclose in writing to the Town all Town Inventions that the Consultant has authored, made, conceived, or first actually reduced to practice, alone or jointly with others.
- (e) **Assignment of Town Inventions.** If the Town Inventions or any parts of those are deemed not to have been works made-for-hire, the Consultant hereby assigns to the Town all interest the Consultant may have in the Town Inventions, including all copyrights, publishing rights, rights to use, reproduce, and otherwise exploit the Town Inventions in all formats or media and all channels, whether now known or created in the future.
- (f) **Patent and Copyright Registrations.** The Consultant shall assist the Town or its designee, at the Town's expense, to secure the Town's rights in the Town Inventions and any copyrights, patents, mask work rights, or other intellectual property rights relating to the Town Inventions in all countries, including by disclosing to the Town all pertinent information and data with respect to those, by signing all applications, specifications, oaths, assignments, and other instruments that the Town deems necessary to apply for and obtain those rights and to assign and convey to the Town, its successors, assigns, and nominees the exclusive interest in the Town Inventions, and any copyrights, patents, mask work rights, or other intellectual property rights relating to those. When it is in the Consultant's power to do so, the Consultant shall sign or cause to be signed these instruments or papers after the termination or expiration of this agreement. If the Consultant provides assistance after the termination or expiration of this agreement at the Town's request, the Town shall pay the Consultant an hourly rate as outlined in Exhibit C for any time spent. If because of the Consultant's mental or physical incapacity or for any other reason the Town cannot secure a signature to apply for or pursue any application of any United States or foreign patents or copyright registrations covering Town Inventions or original works of authorship assigned to the Town, the Consultant hereby irrevocably designates and appoints the Town and its duly authorized officers and agents as the Consultant's agents and attorneys in fact, to act for and on behalf of the Consultant to sign and file those applications and to do all other lawfully permitted acts to further the prosecution and issuance of patent or copyright registrations with the same legal force and effect as if they had been signed by the Consultant.

5. USE OF TRADEMARKS.

The Consultant may use, reproduce, and distribute the Town's service marks, trademarks, and trade names (if any) (collectively, the "**Town Marks**") in connection with the performance of the Services. Any goodwill received from this use will accrue to the Town, which will remain the sole owner of the Town Marks. The Consultant may not engage in activities or commit acts, directly or indirectly, that may contest, dispute, or

otherwise impair the Town's interest in the Town Marks. The Consultant may not cause diminishment of value of the Town Marks through any act or representation. The Consultant may not apply for, acquire, or claim any interest in any Town Marks, or others that may be confusingly similar to any of them, through advertising or otherwise. At the expiration or earlier termination of this agreement, the Consultant will have no further right to use the Town Marks, unless the Town provides written approval for each such use.

6. CONFIDENTIAL INFORMATION.

(a) Confidentiality. During the Term, the Consultant may have access to or receive certain information of or about the Town that the Town designates as confidential or that, under the circumstances surrounding disclosure, ought to be treated as confidential by the Consultant ("**Confidential Information**"). Confidential Information includes information relating to: the Town or its current or proposed business; Town Personnel; financial statements; budgets and projections; customer identifying information; potential and intended customers; employers; products; computer programs; specifications; manuals; software; analyses; strategies; marketing plans; business plans; and other confidential information; provided orally; in writing; by drawings; or by any other media. The Consultant will treat the Confidential Information as confidential and will not disclose it to any third party or use it for any purpose but to fulfill its obligations in this agreement. In addition, the Consultant shall use due care and diligence to prevent the unauthorized use or disclosure of such information.

(b) Exceptions. The obligations and restrictions in subsection (a) do not apply to that part of the Confidential Information the Consultant demonstrates:

- (i) was or becomes generally publically available other than as a result of a disclosure by the Consultant in violation of this agreement;
- (ii) was or becomes available to the Consultant on a non-confidential basis before its disclosure to the Consultant by the Town, but only if:
 - A. the source of such information is not bound by a confidentiality agreement with the Town or is not otherwise prohibited from transmitting the information to the Consultant by a contractual, legal, fiduciary, or other obligation; and
 - B. the Consultant provides the Town with written notice of its prior possession either (I) before the effective date of this agreement or (II) if the Consultant later becomes aware (through disclosure to the Consultant) of any aspect of the Confidential Information as to which the Consultant had prior possession, promptly on the Consultant so

becoming aware;

(iii) is requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar processes), or is required by a regulatory body, to be disclosed. However, the Consultant shall:

- A. provide the Town with prompt notice of these requests or requirements before making a disclosure so that the Town may seek an appropriate protective order or other appropriate remedy; and
- B. provide reasonable assistance to the Town in obtaining any protective order.

If a protective order or other remedy is not obtained or the Town grants a waiver under this agreement, the Consultant may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of counsel reasonably acceptable to the Town, the Consultant is legally compelled or otherwise required to disclose. However, the Consultant shall make reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any part of the Confidential Information disclosed in this way; or

(iv) was developed by the Consultant independently without breach of this agreement.

(c) Obligation to Maintain Confidentiality.

- (i) **Confidentiality.** At all times during its work with the Town, the Consultant shall hold in strictest confidence, and not use, except for the benefit of the Town, or to disclose to any person, firm, or corporation without the prior written authorization of the Board of Directors of the Town, any of the Town's Confidential Information.
- (ii) **Term.** The Consultant shall maintain the confidentiality and security of the Confidential Information until the earlier of: (i) such time as all Confidential Information disclosed under this agreement becomes publicly known and is made generally available through no action or inaction of the Consultant or (ii) the third anniversary of the termination of the Consultant's work with the Town. However, to the extent that the Town has disclosed information to the Consultant that constitutes a trade secret under law, the Consultant shall protect that trade secret for as long as the information qualifies as a trade secret.

(d) Remedy. Money damages may not be a sufficient remedy for any breach of this section by the Consultant and, in addition to all other remedies, the Town may seek (and may be entitled to) as a result of such breach, specific performance and injunctive or other equitable relief as a remedy.

7. REPORTING.

The Consultant shall report to Town Administrator or such other officer or employee as may be designated by the Town. The Consultant shall provide a yearly written summary report to the Town on its progress. Reports shall consist of current security status, list of equipment that needs to be replaced, and any other pertinent information.

8. OTHER ACTIVITIES.

During the Term, the Consultant is free to engage in other independent contracting activities, except that the Consultant may not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Consultant's obligations or the scope of Services to be rendered for the Town under this agreement.

9. RETURN OF PROPERTY.

Within 30 days of the expiration or earlier termination of this agreement, the Consultant shall return to the Town, retaining no copies or notes, all Town products, samples, models, property, and documents relating to the Town's business including reports, abstracts, lists, correspondence, information, computer files, computer disks, and other materials and copies of those materials obtained by the Consultant during and in connection with its work with the Town. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork or creative work, notebooks, and similar items relating to the Town's business, whether prepared by the Consultant or by others, remain the Town's exclusive property.

10. INDEMNIFICATION.

(a) Of Town by Consultant. At all times after the effective date of this agreement, the Consultant shall indemnify the Town and its owners (collectively, the "**Town Indemnitees**") from all damages, liabilities, expenses, claims, or judgments (including interest, penalties, reasonable attorneys' fees, accounting fees, and expert witness fees) (collectively, the "**Claims**") that any Town Indemnitee may incur and that arise from:

- (i) the Consultant's gross negligence or willful misconduct arising from the Consultant's carrying out of its obligations under this agreement;

(ii) the Consultant's breach of any of its obligations or representations under this agreement; or

(iii) the Consultant's breach of its express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If a regulatory body or court of competent jurisdiction finds that the Consultant is not an independent contractor or is not in compliance with applicable laws related to work as an independent contractor, based on the Consultant's own actions, the Consultant will assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Consultant or the Town resulting from that contrary interpretation, including taxes, assessments, and penalties that would have been deducted from the Consultant's earnings if the Consultant had been on the Town's payroll and employed as a Town employee.

(c) Of Consultant by Town. At all times after the effective date of this agreement, the Town shall indemnify the Consultant and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns (collectively, the "**Consultant Indemnitees**") from all Claims that the Consultant Indemnitees may incur arising from:

(i) the Town's operation of its business;

(ii) the Town's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party; or

(iii) the Town's breach of any of its obligations or representations under this agreement. However, the Town is not obligated to indemnify the Consultant if any of these Claims result from the Consultant's own actions or inactions.

11. FORCE MAJEURE.

A party will not be considered in breach or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "**Force Majeure Event**"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

(a) notify the other party of the Force Majeure Event and its impact on performance under this agreement; and

- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

12. GOVERNING LAW.

- (a) **Choice of Law.** The laws of the state of Massachusetts govern this Agreement.
- (b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in United States of America, Massachusetts.
- (c) **Attorneys' Fees.** If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the losing party shall reimburse the prevailing party for its reasonable attorneys' fees.

13. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

14. ASSIGNMENT AND DELEGATION.

- (a) **No Assignment.** Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party, which consent shall not be unreasonably withheld. All voluntary assignments of rights are limited by this subsection.
- (b) **No Delegation.** Neither party may delegate any performance under this agreement, except with the prior written consent of the other party, which consent shall not be unreasonably withheld.
- (c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section 14, it is void.

15. COUNTERPARTS; ELECTRONIC SIGNATURES.

- (a) **Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
- (b) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

16. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

17. NOTICES.

(a) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) Addresses. A party shall address notices under this section 17 to a party at the following addresses:

If to the Town:
Town Administrator
32 Main Street
Ashburnham, MA 01430

If to the Consultant:
Suzor IT
ATTN: Adam Suzor
54 Sentinel Elm Rd
Athol, MA 01331

(c) Effectiveness. A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

18. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure,

right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

19. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

20. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

21. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

22. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

Suzor IT

Date: July 2, 2018

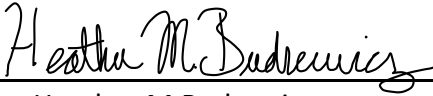
By: 

Name: Suzor IT Adam Suzor

Title: Owner / Founder

Town of Ashburnham

Date: July 2, 2018

By: 

Name: Heather M Budrewicz

Title: Town Administrator

Suzor IT Duties & Responsibilities Summary

Responsible for providing information technology management and support services to Town of Ashburnham, and other related work as required.

Suzor IT Duties and Responsibilities

- Assume lead role and responsibility for network systems, operations, access, and services.
- Coordinate with entity liaisons to ensure services meet delivery goals and issues are resolved in a prompt, cost-effective and lasting manner.
- Lead ongoing analysis of IT service utilization, infrastructure capability and capacity. Prepare written reports and recommendations to entity liaisons as required.
- Assist in development of standards & policies and oversee their implementation and evaluate their effectiveness.
- Configure and install new computers.
- Keep all servers, switches, routers and other equipment up to date with software and hardware patches and upgrades.
- Be responsible for complete backup of all systems, can resolve major issues including the ability to restore systems in a timely manner.
- Keep all systems up to date with anti-virus protection.
- Manage all subscriptions related to the servers and virus protection.
- Evaluate failures and take/direct appropriate corrective action or coordinate resolution with other resources (vendor technical support, etc.) to mitigate the situation.
- Provide technical support to all Town of Ashburnham staff including troubleshooting computer hardware and software issues.
- Run data and AV cables. Test and troubleshoot cable connections.

SCOPE OF SERVICES – Copied from RFQ:

1. **Administration Services.** The Consultant shall be available to provide on-site, or remote computer administration services within one hour or sooner of a request for service during normal weekday business hours, Monday through Friday 7:00 AM through 6:00 PM for all buildings, and 24/7 - 365 assistance to the public safety building at no additional cost. The consultant shall be available to do necessary computer administration, troubleshooting and preventative maintenance work on the computer systems after normal business hours at no additional cost. A minimum of one dedicated staff member shall be available on site for Town Hall, the Library, DPW, and Public Safety on a weekly basis.

2. **Software Covered.** The Consultant shall be required to work with the following software and other software used by the departments and employees of the Town of Ashburnham: (1) VADAR; (2) VISION; (3) Harpers Millennium Payroll Software; (4) Vision Appraisal; (5) TriTech IMC; (6) CJIS Software; (7) Microsoft Exchange; (8) Questica; (9) Office 365; and (10) AmbuPro.
3. **Backup & Disaster Recovery.** The Consultant shall maintain and manage a computer backup and disaster recovery plan to ensure the municipal data is protected and properly maintained.
4. **Procurement.** The consultant shall coordinate the procurement of computer networks, computer workstation equipment and peripheral equipment when necessary within the limits of the town meeting appropriation and in conformity with the requirements of Massachusetts General Laws, Chapter 30B in conjunction with various department heads of the municipality but the Town has the right to purchase from competitors when the cost is less than the consultant offers.
5. **Department Head.** The contract manager for the IT company shall be the defacto department head for the IT Department and shall oversee all IT operations/decisions for the Town, unless otherwise directed by the Town Administrator.
6. **IT Budget.** As the de facto Department Head, the IT company shall be in charge of overseeing and spending within their annual IT Budget as provided by the Town Administrator. They shall be held accountable to preparing an annual budget, and spending within said budget as any other department head.
7. **Meeting Attendance.** The Consultant shall attend and participate in: Department Head meetings (monthly), Boards & Committee meetings (quarterly), and Town Meetings (bi-annually) as required by the Town Administrator.
8. **Annual IT Report.** The Consultant shall submit to the Town Administrator an annual report in Microsoft Word, summarizing the prior calendar year's IT activities no later than March 1st of the current year. Report for 2018 will be due March 1st 2019, report for 2019 will be due March 1st 2020, and the report for 2020 will be due March 1st 2021.
9. **Vision Planning.** The Consultant shall work with the Town Administrator and department heads of the municipality on upgrading, expanding, and modernizing the computer networks, computer workstations and software utilized by the Town of Ashburnham, as required.

10. **Related Services.** The Consultant shall provide the Town with related services necessary for the proper management of information technology systems and workstations of the municipality. Included in these services include, but are not limited to;
- a. Dedicated Account Manager;
 - b. Server and workstation replacement plan;
 - c. Manage virtual server email services;
 - d. Manage and procure all required protective software for Town, including by not limited to: Anti-Virus, anti-spam, fire wall, etc.
 - e. Proactive server, network, and workstation monitoring;
 - f. Managed backups of servers, workstations, and hosted applications;
 - g. Provide end-user training for existing and new town applications;
 - h. Run data and AV cables;
 - i. Maintain printers;
 - j. Maintain inventory of equipment, software, and network resources;
 - k. Provide quarterly monthly report of work finished and in process (delivered by the 15th of each quarter--March, June, September, December-- in PDF form to the Town Administrator).

Suzor IT
54 SENTINEL ELM RD
ATHOL, MA 01331
accounting@suzorit.com
www.suzorit.com



QUOTE

ADDRESS

Heather Budrewicz
Town of Ashburnham
32 Main Street
Ashburnham, MA 01430

QUOTE # 4596

DATE 03/12/2018

EXPIRATION DATE 07/31/2018

ACTIVITY	QTY	RATE	AMOUNT
Unlimited IT Service Plan:Unlimited IT - Standard User	35	780.00	27,300.00
Unlimited IT - Standard User / QTY 35			
Unlimited IT Service Plan:Unlimited IT - 24/7 User	5	2,388.00	11,940.00
Unlimited IT - 24/7 User			

Billed monthly, \$3,270 per month.

TOTAL

39,240.00

Accepted By

Accepted Date